

# HOUSE . . . . . No. 4338

---

## The Commonwealth of Massachusetts

---

HOUSE OF REPRESENTATIVES, July 27, 2012.

The committee on Ways and Means, to whom was referred the Senate Bill authorizing the division of capital asset management and maintenance to lease certain property in the city of Lawrence to the Greater Lawrence Community Boating Program, Inc. (Senate, No. 2338), reports recommending that the same ought to pass with an amendment striking all after the enacting clause and inserting in place thereof the text contained in House document numbered 4338.

For the committee,

BRIAN S. DEMPSEY.

# HOUSE . . . . . No. 4338

---

## The Commonwealth of Massachusetts

\_\_\_\_\_  
In the Year Two Thousand Twelve  
\_\_\_\_\_

By striking out all after the enacting clause and inserting in place thereof the following:—

1           SECTION 1. Notwithstanding sections 40E to 40J inclusive, of chapter 7 of the General  
2 Laws or any other general or special law to the contrary, the commissioner of capital asset  
3 management and maintenance may, in consultation with the commissioner of conservation and  
4 recreation, lease or enter into other agreements for a term not to exceed 25 years and pursuant to  
5 such additional terms and conditions as the commissioner may prescribe in consultation with the  
6 department of conservation and recreation, certain land and the buildings and other  
7 appurtenances thereon located in the city of Lawrence to the Greater Lawrence Community  
8 Boating Program, Inc., a non-profit organization, to provide for the continued use, operation,  
9 maintenance, repair and improvements of the so-called Abe Bashara Boathouse and  
10 appurtenances located in Lawrence Heritage State Park on the Merrimack River at 1 Eaton street,  
11 Lawrence, Massachusetts. The consideration for said lease shall be the full and fair market value  
12 as determined by the commissioner of the division of capital asset management and maintenance  
13 pursuant to an independent professional appraisal.

14           The parcels are shown as follows:

(a) Lot No. 1 on a plan entitled "Plan of Land located in Lawrence, MA prepared for the Greater Lawrence Boating Project, Inc.", Date 3/19/80, Scale 1"=40', recorded in the North Essex District Registry of Deeds as Plan No. 8587, more particularly bounded and described as follows:

Beginning southeasterly by the northwesterly line of Wolcott street, a distance of 250 feet,

Thence southerly by lot 2 as shown on said plan, a distance of 275.13 feet,

Thence westerly by land now or formerly of the Cyr Trust, a distance of 198.97 feet,

Thence northerly by the Merrimack River, a distance of 570 feet,

Thence easterly by land now or formerly of the city of Lawrence, a distance of 81.76 feet, to the point of beginning.

(b) Lot No. 2 on a plan entitled "Plan of Land located in Lawrence, MA prepared for the Greater Lawrence Boating Project, Inc.", Date 3/19/80, Scale 1"=40', recorded in the North Essex District Registry of Deeds as Plan No. 8587, more particularly bounded and described as follows:

Beginning at a point at the intersection of Wolcott street and Eaton street,

Thence running S47-01-42E a distance of 190 feet,

Thence turning and running S42-59-18W a distance of 100 feet,

Thence turning and running S47-01-42E a distance of 50 feet,

Thence turning and running S42-59-18W a distance of 100 feet,  
Thence turning and running S47-01-42E a distance of 5.85 feet,  
Thence turning and running S65-06-06W a distance of 53.92 feet,  
Thence turning and running N47-01-18W a distance of 35.23 feet,  
Thence turning and running S42-59-18W a distance of 106.06 feet,  
Thence turning and running N26-22-49W a distance of 373.61 feet,  
Thence turning and running N78-22-25E a distance of 275.13 feet to the point of the  
beginning.

The commissioner of capital asset management and maintenance may, in consultation  
with the commissioner of conservation and recreation, further define the premises subject to  
lease or other agreement.

SECTION 2. Any lease shall permit the Greater Lawrence Community Boating Program,  
Inc. to access rights of way and roads to facilitate ingress and egress.

SECTION 3. The lessee shall use the property solely for the purpose of operating a  
public non-motorized educational and recreational boating program that is open to all residents  
of the commonwealth without preference for use being accorded any 1 group over another. The  
lease or other agreement pertaining to the lease of the property shall include a provision  
restricting the use of the property to such purposes and providing for termination of the lease if  
the property ceases to be used for such purpose.

SECTION 4. Notwithstanding sections 40E to 40I, inclusive, of chapter 7 of the General Laws or any other general or special law or rule or regulation to the contrary, the leases or other agreements executed under section 1 shall be on terms and conditions acceptable to the commissioner of capital asset management and maintenance after consultation with the commissioner of conservation and recreation; provided, however, that such lease or other agreement shall provide, without limitation, that: (a) the lessees shall manage, operate, improve, repair and maintain the land, buildings and appurtenances associated therewith during the term of the lease; (b) the lessee shall carry comprehensive general liability insurance naming the commonwealth as a co-insured, protecting the commonwealth against all claims for personal injury or property damage arising from land, buildings and appurtenances associated therewith during the term of the lease; (c) the lessee shall provide appropriate public access to public park land; (d) the lessee shall be responsible for outreach and stewardship; (e) the lessee shall be responsible for capital improvements to the premises and (f) the lessee shall not design or construct any facilities on the parcel without the written approval of the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation; provided, however, that the commissioner of capital asset management and maintenance and the commissioner of conservation and recreation shall not approve any design or construction project under this section unless the commissioners have determined that the lessee has sufficient financial resources to complete the project. All consideration received from the lease or other agreement shall be payable to the department of conservation and recreation.

SECTION 5. The lessee shall be responsible for all costs and expenses including, but not limited to, costs associated with any engineering, surveys, appraisals and lease preparation as such costs may be determined by the commissioner of capital asset management and

76 maintenance. Upon transfer of the lease interest in this property, the lessee shall be solely  
77 responsible for all costs, liabilities and expenses of any nature and kind for the development,  
78 maintenance, use and operation of the parcel.

79         SECTION 6. No general or special law or rule or regulation relating to the advertising,  
80 bidding or award of contracts, to the procurement of services or to the construction and design of  
81 improvements shall apply to the lessee under this act.

82         SECTION 7. Notwithstanding any other general or special law to the contrary, if a  
83 property described in section 1 ceases to be used at any time for the public purposes described in  
84 this act, or used for any purpose other than the public purposes stated in this act, the  
85 commissioner of capital asset management and maintenance shall give written notice to the  
86 lessee of the unauthorized use. The lessee shall, upon receipt of the notice, have 30 days to  
87 respond and a reasonable time to establish an authorized use of the parcel. If an authorized use of  
88 the parcel is not thereafter established, the lease shall terminate.